

A. G. Contract No.KR920816TRN  
ECS File: JPA 92-53  
Project: Engineering Survey Accnt  
Section: City of Surprise

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SURPRISE

THIS AGREEMENT is entered into 18 July, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF SURPRISE, acting by and through its CITY COUNCIL (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. The City requests the State to perform certain work  
and prepare certain documents required by the Federal Highway  
Administration to qualify certain highway, bridge and railroad  
grade crossing projects for and to receive Federal funds. Such  
future work, consisting of, but not specifically limited to,  
the review and approval of the City prepared environmental  
documents, the preparation of the analysis requirements for  
documentation of environmental categorical exclusion  
determinations; review of reports, design plans, maps, and  
specifications; geologic materials testing and analysis; and  
such other related tasks essential to the achievement of the  
aforementioned objectives.

NO. <u>16898</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/10/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm J. Graenewald</u>

4. The only interest of the State in performing the work embraced herein is in the acquisition of Federal Funds for the use and benefit of the City by reason of Federal law and regulations under which funds for the projects are authorized to be expended.

5. The estimated cost of the work is \$5,000.00, which sum the City shall transmit to and deposit with the State for the purpose of funding the cost of the work performed by the State.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The State will:

a. Subsequent to the initial deposit by the City of the sum of \$5,000.00, begin performance of the work that is required by the Federal Highway Administration to bring the projects to the construction stage.

b. Furnish all labor, materials, and equipment necessary to complete the work embraced herein when such resources are available.

c. Provide the City a periodic statement of account identifying the projects for which work has been performed, the type and amount of expenditures, and the account balance. No statement will be provided if there is no activity on the account.

### 2. The City will:

a. Provide the State with individual project requests to perform the necessary work on a project by project basis.

b. Deposit with the State the sum of \$5,000.00, all or any part of which will be used by the State to fund the cost of performing the work.

c. Solely bear the cost of the work embraced herein without State or Federal funds.

d. Deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

### III. MISCELLANEOUS PROVISIONS

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this Agreement is to be borne by the City, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the City's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the City or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, Arizona 85007

City of Surprise  
City Manager  
12604 Sante Fe Drive  
Surprise, AZ 85374

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation

By Roy Villanueva  
ROY VILLANUEVA  
Mayor

By Robert P. Mickelson  
ROBERT P. MICKELSON  
for Deputy State Engineer

ATTEST:

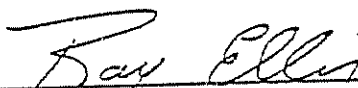
By Pat Nichols  
PAT NICHOLS  
City Clerk

JPA 92-53

RESOLUTION

BE IT RESOLVED on this 15th day of April 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Surprise for the purpose of establishing an Engineering Survey Account.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
for CHARLES E. COWAN  
Director

1203j/2

RESOLUTION 92-14

A RESOLUTION OF THE CITY OF SURPRISE APPROVING THE ENTRY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR REVIEW AND PREPARATION OF DOCUMENTS RELATED TO PAVING OF BELL ROAD BETWEEN GRAND AVENUE AND THE BEARDSLEY CANAL, AUTHORIZING THE EXPENDITURE OF MUNICIPAL FUNDS AND DIRECTING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the City has taken steps to prepare engineering plans for the repaving of Bell Road within the City west of Grand Avenue and east of Beardsley Canal, and

WHEREAS, in order to obtain federal assistance monies regarding the project, it is necessary that certain reviews, analyses and tests be performed and bids be solicited, and

WHEREAS, the Arizona Department of Transportation is willing to assist the City in preparing such reviews, analyses and specifications as are required provided it recovers the cost thereof, estimated at \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED approving the entry of an Intergovernmental Agreement with the Arizona Department of Transportation for certain services in connection with the construction of paving improvements to Bell Road between Grand Avenue and Beardsley Canal and authorizing the payment of \$5,000.00 to the Arizona Department of Transportation as the estimated cost of performing the work in connection with the State's contractual agreement.

BE IT FURTHER RESOLVED authorizing and directing the Manager and the City Clerk or the Deputy City Clerk to execute the

Intergovernmental Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Common Council of the  
City of Surprise, Arizona, this 23<sup>rd</sup> day of April, 1992,  
1992.

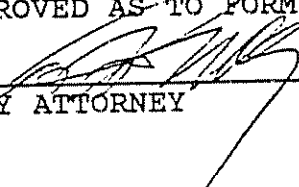
  
MAYOR

ATTEST:

  
CITY CLERK

*Deputy*

APPROVED AS TO FORM:

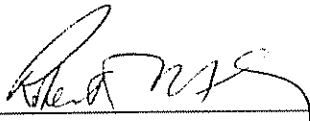
  
CITY ATTORNEY

JPA 92-53

APPROVAL OF THE SURPRISE CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SURPRISE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this 22 day of June, 1992.

  
\_\_\_\_\_  
City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-0816--TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15<sup>th</sup> day of July, 1992.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls  
7333G/95